

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Donald DiPetrillo, Fire Chief  
797-1213

**SUBJECT:** Resolution - Letter of Understanding and Collective Bargaining Agreement Amendment

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE AMENDED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND LOCAL 2315, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.

**REPORT IN BRIEF:** Attached is a Letter of Understanding (LOU) and amendment to the Collective Bargaining Agreement between the Town and Local 2315, International Association of Firefighters (IAFF).

Several discussions and meetings between staff and Local 2315 (IAFF) regarding reorganization and related matters have resulted in proposed changes to the Collective Bargaining Unit Agreement. Impetus for this change is principally the department's need to restructure administrative and operational functions, and to properly prepare and orient existing employees, prior to the exodus resulting from the Deferred Retirement Option Plan (DROP) in July 2003.

**PREVIOUS ACTIONS:** Town Council previously approved Resolution R-2000-107 ratifying the contract and Resolution R-2001-007 amending the contract.

**CONCURRENCES:** n/a

**FISCAL IMPACT:**

Has request been budgeted? yes

If yes, expected cost: \$94,057

Account Name: Salaries

Additional Comments: Funding is available from salary savings of existing vacant positions previously approved by Council.

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):**

Resolution

Memorandum

Letter of Understanding

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE AMENDED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND LOCAL 2315, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS .

WHEREAS, the collective bargaining agreement between the Town and Local 2315, International Association of Fire Fighters (IAFF) has been amended to include the Letter of Understanding, and was agreed upon and ratified by the IAFF; and

WHEREAS, the above will serve to provide harmonious relations between members of the Town and the Local 2315; and

WHEREAS, the temporary assignment of fire-rescue personnel into the rank of Captain and Battalion Chief improves the departments ability to serve its residents; and

WHEREAS, the Town deems it desirable to orient and mentor its employees for improvement of skills and abilities; and

WHEREAS, Local 2315 has agreed to the terms and conditions of the Letter of Understanding and amendment to the Collective Bargaining Agreement, subject to the specific articles as provided therein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby ratify the amended collective bargaining agreement with the IAFF, attached hereto as Exhibit "A."

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

# **MEMORANDUM**

## **Town of Davie Fire Rescue Department**

**TO:** Mayor and Councilmembers

**VIA:** Thomas J. Willi, Town Administrator

**FROM/PHONE:** Donald DiPetrillo, Fire Chief

**SUBJECT:** Letter of Understanding and Collective Bargaining Agreement Amendment

Attached is a Letter of Understanding (LOU) and Amendment to the Collective Bargaining Agreement between the Town and Local 2315, International Association of Firefighters (IAFF).

Several discussions and meetings between staff and Local 2315 (IAFF) regarding reorganization and related matters have resulted in proposed changes to the Collective Bargaining Unit Agreement. Impetus for this change is principally the department's need to restructure administrative and operational functions, and to properly prepare and orient existing employees, prior to the exodus resulting from the Deferred Retirement Option Plan (DROP) in July 2003.

The LOU provides for several important changes which are key to a successful transition and to ensure public safety. They are as follows:

- Temporary upgrade or assignment to the rank of Battalion Chief and Captain.
- Assignment to flexible or alternative work schedules and functions as required to maximize operational efficiency and effectiveness.
- Updates outdated language which clarifies existing and future practices.
- Expands management rights for staffing, call-out of Fire Inspectors, shift schedule, and minimum staffing.

In exchange for these improvements, Town and Fire staff have agreed to the following:

- Assignment pay differential of five percent per rank upgraded (i.e. Lieutenant to Captain, Captain to Battalion Chief).
- Two additional holidays per year-not retroactive. (Increases holidays from 10 to 12 per year, as provided to all other Town employees).
- A wellness day or program if offered to other Town employees.
- Twice per fiscal year sick leave/vacation conversion, and reversion of unused Union Time Pool balances to the Union Business Pool.

Staff recommends approval subject to the revisions stated above. Should Council require additional information, please contact Chief DiPetrillo at (954) 797-1210.

# **EXHIBIT "A"**

## **LETTER OF UNDERSTANDING AND COLLECTIVE BARGAINING AGREEMENT AMENDMENT**

The Town of Davie and Local 2315 of the International Association of Fire Fighters hereby agree to the following:

1. Qualified and eligible Lieutenants, employees on the Lieutenant Promotional List and other employees if qualified and eligible, after receiving the appropriate incident command and other applicable training, may work the position of Acting Captain and/or Acting Battalion Chief.
2. By June 30, 2001 the Fire Chief shall assign a department employee to function in an operations position.
3. By July 31, 2001 the Fire Chief shall assign a department employee to function in an administrative support position.
4. By August 31, 2001 the Fire Chief shall assign a department employee to function in a second administrative support position.
5. The above mentioned employees in paragraphs 2, 3 and 4 who are assigned to function in operations and support positions may work shift Battalion Chief positions as approved by the Fire Chief.
6. From June 1, 2001 until promotions are made, see #9, every effort shall be made to rotate as many qualified and eligible employees as possible through the Acting and/or Acting Battalion Chief positions in order to provide exposure and experience for the employees.
7. Prior to September 30, 2001 the Town and Local 2315 shall finalize the duties, responsibilities, functions, benefits, pay, qualifications, eligibility and the impact of these positions on bargaining unit personnel.
8. Qualified and eligible employees may continue to rotate through the Acting Captain and/or Acting Battalion Chief positions, for experience, until promotions are made. (See #9)
9. Prior to December 31, 2002 permanent Captains shall be promoted. Prior to June 30, 2002 permanent Battalion Chiefs shall be promoted. Once promotions are made employees who are qualified and eligible to work as Acting Captains and/or Acting Battalion Chiefs will provide coverage respectively when the Captains and Battalion Chiefs are off.
10. Administrative assignments shall be assigned by the Fire Chief as needed.

11. Employees working an administrative assignment, shall upon completion of assignment return to their last held classification unless assigned or promoted to another assignment or classification.

12. Employees on assignment shall be eligible to work their current classification and all positions qualified and eligible for.

13. Furthermore and effective immediately, Articles 1, 26, 31, 33, 36, 46, and new Article 51 Assignment of the Collective Bargaining Agreement between the Town and the Davie Professional Fire Fighters, IAFF Local 2135 shall be revised and read as follows: (See attachment)

14. If the issues referenced in paragraph 7 above are not finalized and agreed to by the Town and Local 2315 by September 30, 2001, acting positions referenced in this Letter of Understanding shall cease unless this Letter of Understanding is extended in part or whole on a month to month basis by mutual agreement of the Town and Local 2315. If the issues referenced in paragraph 13 above are not finalized and agreed to by the Town and Local 2315 by July 18, 2001, acting positions referenced in this Letter of Understanding shall cease unless this Letter of Understanding is extended in part or whole on a month to month basis by mutual agreement of the Town and Local 2315.

This Letter of Understanding and Collective Bargaining Agreement Amendment is hereby ratified by the International Association of Fire Fighters, Local 2315 on July 2, 2001 and by the Town of Davie on \_\_\_\_\_, 2001.

\_\_\_\_\_  
Mayor, Harry Venis

\_\_\_\_\_  
Fire Chief, Donald DiPetrillo

\_\_\_\_\_  
Town Administrator, Tom Willi

\_\_\_\_\_  
President, IAFF Local 2315, James Bunce

\_\_\_\_\_  
Town Clerk, Russell Muniz

\_\_\_\_\_  
Secretary, IAFF Local 2315, Cyrus Cramer

## ARTICLE 1

### RECOGNITION (AMENDED 7-18-01)

1. The Town hereby recognizes the Union (Local 2315, IAFF), as exclusive bargaining representative of all employees in its Fire Department holding the rank of Firefighter, Driver Engineer, Fire Inspector, ~~and~~ Fire Lieutenant and Captain.

## ARTICLE 26

### PROBATIONARY EMPLOYEES (AMENDED 7-18-01)

#### A. NEW EMPLOYEES

A new employee of the Department shall be deemed to be in a probationary status for one (1) calendar year (twelve [12] continuous months), beginning with the first day of employment as a Firefighter.

If provided for in the Town of Davie job announcement, a new employee who was previously employed as a firefighter/paramedic and has successfully completed probation with their former employer may serve a probationary period of six (6) months.

An employee's probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to his/her normal duties.

Within sixty (60) days after the employee's completion of twelve (12) continuous months of employment, plus any periods of tolling, the Town shall generate a document advising as to whether or not the employee satisfactorily completed the probationary period.

During an employee's probationary period, he/she serves at the will and pleasure of the Town. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving assignment, discipline, layoff or discharge.

#### B. PROMOTIONS

In the event an employee receives a promotion from a lower to a higher bargaining unit position, or if the employee moves into a newly held classification, that employee shall serve a probationary period of twelve (12) months of continuous employment from the time of promotion (or from the time the employee begins performing in the newly held classification) as indicated on the approved Personnel Recommendation form.

An employee's promotional probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The promotional probationary period will commence running only when the employee returns to his/her normal duties.

Within sixty (60) days after the expiration of twelve (12) months of continuous employment from the time of promotion, plus any periods of tolling, the Town shall generate a document advising as to whether or not the employee satisfactorily completed the promotional probationary period.

If an employee is returned to his/her former classification during his/her promotional probationary period for any reason other than failure to satisfactorily complete his/her promotional probationary period or voluntary reversion, then the employee will have his/her previous score reinstated on the applicable eligibility list if the same list is still in effect.



## ARTICLE 31

### HOURS OF DUTY (AMENDED 7-18-01)

Hours of duty are effective as follows:

1. Firefighters, Driver Engineers, ~~and~~ Lieutenants, Captains and Acting Battalion Chiefs.

Shift Assignment, forty-eight (48) hour:

A. Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, with a Kelly day (shift off) every 7th shift. This schedule will result in an average of forty-eight (48) hours per week.

Weekly Assignment, forty-eight (48) hour: (not to alter or replace shift assignment A. above)

B. Four (4) ten (10) hour and one (1) eight hour day or three (3) eight (8) hour and one (1) twenty-four (24) hour day or five (5) eight (8) hour days and eight hours of on call or other time to be designated by the Fire Chief or combination thereof mutually agreed upon by the Fire Chief and Local 2315 to result in a forty-eight (48) hour work week. These schedules shall be assigned at the Fire Chief's discretion

Weekly Assignment, forty (40) hour:

~~B~~ C. Five (5) consecutive eight (8) hour days per work week, or at the Fire Chief's discretion four (4) ten (10) hour days per week. ~~This~~ These schedules will result in a forty (40) hour work week.

The Fire Chief, in his sole and exclusive discretion, will assign employees to work shift assignments or weekly assignments. The Fire Chief, in his sole and exclusive discretion, may change assignments. No changes in assignment (from shift to weekly or weekly to shift) will occur without a two (2) week notice from the Fire Chief. The two (2) week notice may be mutually waived if agreed upon by both parties. Applicable leave will accrue at a pro rated value.

When an employee's assignment is changed from ~~shift~~ forty-eight (48) hour to weekly forty (40) hour or from ~~weekly~~ forty (40) hour to shift forty-eight (48) hour, the employee's base hourly rate of pay and sick and vacation leave accrual rates and accumulated leave balances will be converted to equivalent annualized values.

Newly Hired Probationary Firefighters:

C. The Town shall have the option of placing any and/or all newly hired probationary firefighters on a forty-eight (48) hour work week,

not to include Sundays, for the purposes of training and orientation. Said training and orientation will not exceed a total of sixty (60) days.

2. Kelly Days

A. In the event a scheduled Kelly day falls in the period of an individual's Vacation leave, one (1) shift day will be added to his Vacation leave.

B. Kelly days shall be taken when earned.

C. Kelly days currently selected will remain in effect until September 30, 1998.

E. Kelly days shall be bid by seniority from May 1st through May 31st (as defined in Article 17 of this agreement).

F. The bid shall take effect on October 1, 1998.

G. Following the bid to take effect on October 1, 1998, Kelly days shall be rebid in every even numbered year, subsequent bids shall take effect October 1st of that year.

H. The maximum amount of bargaining unit employees per rank, per shift allowed to bid a Kelly day shall be governed by the following:

Number in rank per shift

Number allowed to bid per Kelly day\*

1 - 7	1
8 - 14	2
15 - 21	3
<u>22 - 28</u>	<u>4</u>

The above chart shall continue proportionately

\* Two or more employees within the same rank may not bid the same Kelly day until such time as all remaining days of the week are equally filled.

3. Fire Inspectors:

A. Five consecutive eight (8) hour days per week, including a one (1) hour paid lunch, subject to call, or at the Fire Chief's discretion four (4) ten (10) hour days per week. ~~This These schedules will result in a forty (40) hour work week. The Chief will schedule the hours and consecutive days of work on a week-to-week basis provided that the Fire Inspector's schedule for the forthcoming week shall be posted by 5:00 p.m. on Tuesday of the previous week.~~

B. Fire Inspectors shall receive take home vehicles and be subject to call. The subject to call policy shall be contained in the departments Rules and Regulations.

**~~B~~ C.** Inspectors will observe all holidays on which Town Hall is closed.

**~~E~~ D.** The Fire Chief shall prescribe hours of duty for an employee temporarily assigned inspection duties.

## ARTICLE 33

### MANNING STAFFING (AMENDED 7-18-01)

1. The total number of traditional ~~firefighters excluding the Fire Chief~~ fire-rescue personnel shall not fall below ~~twenty-seven (27)~~ ninety-nine (99) ~~people~~ personnel.

## ARTICLE 36

### HOLIDAY PAY, SICK LEAVE AND VACATION LEAVE (AMENDED 7-18-01)

#### 1. HOLIDAY PAY

Forty-eight (48) hour employees covered by this agreement shall be compensated with their base hourly rate of pay for all holidays ~~the following ten (10) designated holidays by the Town~~, not to be less than twelve (12) per year, at a rate of twelve (12) hours of their base hourly rate of pay per holiday. Pay shall be paid to the employee on the pay date for the pay period in which the holiday falls.

~~New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day~~

~~Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Martin Luther King Jr. Day~~

Forty (40) hour employees shall observe the officially designated Town holidays.

#### ~~2. CONVERSION OF PTO LEAVE TO SICK AND ANNUAL LEAVE~~

~~Upon the effective date of this Agreement, each employee shall be compensated at his/her base hourly rate of pay for all PTO hours over 1008 hours (680 hours for a forty [40] hour employee). Employees shall then convert any PTO leave, remaining or otherwise, to either sick or vacation leave; provided, however, that no employee exceed the maximum sick and/or vacation leave accumulations.~~

#### 3. SICK LEAVE

A. Sick leave shall be granted as provided in the Fire Department Rules and Regulations.

Upon the effective date of this Agreement, leave shall be accrued on the following schedule:

1. Forty-eight (48) hour employees shall accrue sick leave credits at the rate of 5.54 hours of sick leave biweekly (144 hours or 6 shifts per year).
2. Forty (40) hour employees shall accrue sick leave credits at the rate of 3.69 hours of sick leave biweekly (one [1] day per month).

B. Maximum Sick Leave Accumulation.

No forty-eight (48) hour employee shall accumulate more than 768 hours (520 hours for forty [40] hour employees) of sick leave. Once a forty-eight (48) hour employee reaches 768 hours (520 hours for forty [40] hour employees) of sick

leave, his/her accruals will cease until his/her sick leave falls below 768 hours (520 hours for forty [40] hour employees).

- C. The request for and use of leave for sickness requires a telephonic message to the shift command prior to the beginning of the employee's work shift in accordance with the current department policy. Use of sick leave will be monitored administratively.
- D. Sick Leave/Vacation Conversion: One time per fiscal year, forty-eight (48) hour employees who have a minimum of 216 hours of accrued sick leave and forty (40) hour employees who have a minimum of 72 hours of accrued sick leave may convert ~~one two (12) days [twenty-four~~ forty-eight (24 48) hours for shift employees and eight (8) hours for forty (40) hour employees] of accrued sick leave to vacation leave.
- E. If the Town establishes a Wellness Day or Program for any of it's employees, said benefit shall be adopted and added to this Collective Bargaining Agreement upon ratification of same by Local 2315.

#### 4. VACATION LEAVE

A. Vacation leave shall be accrued on the following schedule:

1. For forty-eight (48) hour employees (upon the effective date of this Agreement), biweekly accruals will be as follows:

<u>Years of Service</u>	<u>Biweekly Accruals</u>
Less than 5 years (0-60 months)	6.42 hours (168 hours per year or 7 shifts)
Completion of 5 years (61-120 months)	8.31 hours (216 hours per year or 9 shifts)
Completion of 10 years (121 months and greater)	10.16 hours (264 hours per year or 11 shifts)

2. For forty (40) hour employees, (upon the effective date of this Agreement) biweekly accruals will be as follows:

<u>Years of Service</u>	<u>Biweekly Accruals</u>
Less than 5 years (0-60 months)	3.08 hours (80 hours year or 10 working days)
Completion of 5 years (61-120 months)	4.62 hours (120 hours year or 15 working days)
Completion of 10 years (121 months and greater)	6.15 hours (160 hours year or 20 working days)

## B. Maximum Vacation Leave Accumulation.

An employee may accumulate and carry over to the next fiscal year unused vacation time at the end of the town's fiscal year at an amount equal to one (1) time his/her annual rate of accrual. At the end of each fiscal year, any accrued vacation leave in excess of the above will be forfeited.

In the event that an employee has regularly exercised the option to convert 24 hours of vacation leave to pay monthly (8 hours monthly for 40-hour employees), and if the employee has repeatedly been denied vacation requests despite good faith efforts to utilize vacation leave, or if the Chief or designee has rescinded a previously approved vacation request, the employee shall be compensated at the employee's base rate of pay for hours attributable to the above in excess of the employee's annual vacation accrual at the end of each fiscal year.

5. Approval of vacation leave for all employees shall be contingent upon a minimum of forty-eight hours advance written request and it is also contingent upon the Department's being able to meet all current Department policies regarding minimum manning requirements despite the employee's absence. All requests for forty-eight hour employees will be subject to a minimum block of twelve (12) hours and contingent upon the approval of the Chief or designee. The forty-eight (48) hour notice may be waived by the Chief or designee.
6. Vacation leave selection and its approval shall be determined by time in rank seniority. The total number of personnel, performing bargaining unit positions, permitted time-off per shift (inclusive of Kelly Days) at any one time shall be based on rank as follows:

<u>Total number of personnel in rank per shift</u>	<u>Total personnel permitted off</u>
3	2
4	2
5 - 7	3
8 - 10	4
11 or more	5

Employees performing administrative assignments and/or positions shall not be counted against shift personnel allowed off.

The Chief, in his sole and exclusive discretion, may permit more than the maximum number of Firefighters to be absent provided that:

1. Less than the maximum number of Driver Engineers, ~~or~~ Lieutenants or Captains are absent;
2. There is sufficient personnel available;
3. There will be no additional cost to the Town.

7. The total number of personnel ,performing bargaining unit positions, permitted off per shift shall be as follows:

<u>Total number of personnel per shift</u>	<u>Total personnel permitted off</u>
16-19	4
20-23	5
24-27	6
28-31	7
32-35	8
36-39	9
40-43	10

The above chart shall continue proportionately

Employees performing administrative assignments and/or positions shall not be counted against shift personnel allowed off.

However, the Department may limit the number of personnel permitted to be off work below the above-levels in order to ensure compliance with Departmental minimum staffing levels. Minimum staffing levels will be established and implemented by the Fire Chief in his sole and exclusive discretion and may be changed from time-to-time.

8. Total number of personnel permitted off will include sick leave after one shift, worker's compensation leave, paid/unpaid leave of absence (including suspension), Kelly Days, "time pool" leave, and union time pool usage.
9. Forty-eight (48) hour employees may elect to convert twenty-four (24) hours of sick or vacation leave per month to pay. Forty (40) hour employees may elect to convert eight (8) hours of sick or vacation leave per month to pay. This election must be made on a quarterly basis. The conversion will be paid monthly on the first pay period following the end of each month in the quarter. The maximum pay-out for converted leave shall not exceed 288 hours annually for forty-eight (48) hour employees and 96 hours annually for forty (40) hour employees.
10. Leave accrual information will be provided to each employee for his individual accumulations on his/her paycheck stub.
11. Upon a forty-eight hour (48) employee's separation from the Town, up to 264 hours (160 hours for a forty [40] hour employee) of accumulated vacation leave and up to 744 hours (520 hours for a forty [40] hour employee) of accumulated sick leave will be paid to the employee at 100% of their base hourly rate of pay upon separation. All earned vacation and sick leave of employees who die, while in the employ of the town, shall be paid to estate of said individual.
12. Time Pool
  - A. The Town agrees that the unit employees may establish a "time pool" to be administered by and for the members of the bargaining unit and this "time



pool” shall be administered within the following guidelines:

1. Membership in the Time Pool is voluntary on an individual basis and is available to all bargaining unit members.
2. (a) Three (3) members of the bargaining unit will comprise the Time Pool committee.
  - (1) Two (2) members will be elected at large by the members of the bank.
  - (2) One (1) member will be appointed by the Executive Board of the Union.
- (b) All members of the Committee must be members of the Time Pool.
- (c) The elected representatives will be elected by the membership once a year. The appointed member will be selected by the Union Executive Board on the same yearly basis.
- (d) In the event an elected member withdraws from the Committee, the post will be filled by the action of the remaining Committee members for the duration of the term of office. Should any representative appointed by the Union Executive Board withdraw from the Committee, the vacancy will be filled by another representative appointed by the Union Executive Board.
- (e) The representative appointed by the Union Executive Board shall be designated as chairperson.
3. Requirements for eligibility in the Time Pool are:
  - (a) Bargaining unit employee.
  - (b) The employee must have worked a minimum of 240 hours (40 hour employee, 200 hours) prior to membership in the bank.
    - (1) Each participating member shall allocate twenty-four (24) hours (40 hour employee, 20 hours) to be deducted from their personal vacation and/or sick leave account.
    - (2) When the reserve in the Time Pool has been reduced to 120 hours, each member wishing to remain in the pool must allocate an additional twenty-four (24) hours (40 hour employees, 20 hours) of leave hours in writing through the committee.
    - (3) An employee who has been eligible for the Time Pool, but had previously not participated or dropped out of the Time Pool, must contribute not only the current assessments but also all previous assessments. These back assessments will be based upon the employee's date of hire or the date upon which s/he

dropped his/her membership from the pool.

4. The office of the Department of Finance and the Committee shall maintain records of contributions and withdrawals from the Time Pool. All authorizations to contribute and withdraw time must be in writing and signed by the individual member.
5. When an assessment is authorized, the assessment shall be deducted from the individual's accrued leave.
6. Conditions for Pool Time use:
  - (a) To be eligible to receive time from the Time Pool, an employee must be a member of the Time Pool prior to acquiring any illness, injury, or disability which might be eligible for Time pool withdrawal.
  - (b) A member must utilize 240 hours (40 hour employee, 200 hours) of his/her leave before being eligible to receive time from the Time Pool.
  - (c) Should a member acquire an illness, injury, or disability while on leave, the remainder of the leave plus 240 hours (40 hour employee, 200 hours) must be used before applying to the Time Pool.
  - (d) Application for a Time Pool withdrawal must be submitted in memorandum form to the committee and shall provide the following information:
    - (1) Name of applicant to receive time.
    - (2) Date illness, injury, or disability began and nature thereof.
    - (3) A physician's statement describing illness, injury, or disability and estimated length of time until return to duty. The committee shall have the right to request the applicant to select another physician from a list of five (5) physicians chosen by the Committee and have that physician review the initial statement and examine the applicant. The applicant will then provide the Committee with a statement from the chosen physician describing the illness, injury, or disability and estimated length of time until return to duty. The additional exam will be at the applicant's expense.
  - (e) A member will be granted up to a maximum of 240 hours (40 hour employee, 200 hours) initially and may be granted additional increments of up to 240 hours (40 hour employee, 200 hours) as necessary for the same illness, injury or disability.
  - (f) Leave time may be granted for illnesses, injuries, or disabilities

directly suffered by members of the Time Pool and shall not be granted for members to care for relatives or dependents.

- (g) The use of Committee authorized Time Pool by an individual shall require compliance with department rules relating to use of leave (i.e., notice, approval to be absent, etc.) prior to the individual being absent from scheduled duty.
  - (h) An employee who has been requested to return to light duty and who has been determined to be able to perform light duty, but has refused to return to work, will not be eligible for leave time pool.
  - (i) A member will be granted a maximum of 576 hours (40 hour employees, 480 hours) per illness, injury or disability.
7. Two (2) members of the Committee shall constitute a quorum for rulings. Should the vote be tied (i.e., one to one), the third member will be contacted for his/her vote. Once the tie is broken, the ruling is made in accordance with the majority vote.

In the event no agreement can be reached by the Committee, the matter shall be presented to the membership for a secret ballot vote, in which case a simple majority of those members voting shall determine the issue which decision shall be final.

8. Meetings are to be held at the call of the chairperson at a location to be specified by the chairperson.
9. A committee shall be nominated by the bank members to conduct elections for the leave bank representatives and to certify the results of said election.
10. Dissolution of Time Pool:  
In the event the Time Pool is dissolved, by mutual consent of the Town and Union, the unused credit remaining in the fund shall be dispersed at the discretion and direction of the Time Pool Committee ~~revert to the Town~~ and no claim may be processed against the Town by current or former employees. The Union will hold the Town harmless against any claims made against the Town on account of Time Pool functions. Denial by the Committee for Time Pool usage for leave pursuant to this Article shall not be grievable.

### 13. Advanced Annual Vacation Leave

- (a) Advanced annual vacation leave will run from October 1st of each year to September 30th of the following year. Selection of advanced annual vacation leave will be July 1st through July 31st of each year and shall be selected by seniority. Posting will be done on or before August 20th of each year. Limitations on first selection, by seniority, will be the following maximums:

<u>Years of Service</u>	<u>Maximum Leave Shifts as First Choice</u>
Less than 5 years	7
Completion of 5 years	9
Completion of 10 years	12

- (b) The bidding for and awarding of advanced annual vacation leave shall be based on Departmental seniority.
- (c) New probationary employee will not be permitted to bid advanced annual vacation leave which will fall within their probationary period.
- (d) Employees on an authorized absence during the advanced annual vacation leave bid period may:
  - (1) Bid their advanced annual vacation leave selections prior to the beginning of their authorized absence.
  - (2) Send their advanced annual vacation leave bid selections by certified mail during the advanced annual vacation leave bid period.
- (e) The calendar for regular vacation leave will open on August 20th of each year.

## ARTICLE 46

### WAGES (AMENDED 7-18-01)

1. Effective the first full pay period on or after October 1, 1999, bargaining unit employees will receive an across-the-board wage increase of two and one-half percent (2.5%) as reflected below:

	UF/1	FF/1	FF/2	FF/3	FF/4	FF/5	FF/6	FF/7	FF/8
Firefighter (300)	\$29,376 11.7692	\$32,462 13.0058	\$34,086 13.6561	\$35,790 14.3390	\$37,579 15.0558	\$39,459 15.8090	\$41,432 16.5992	\$43,504 17.4295	\$45,679 18.3009
		FI/1	FI/2	FI/3	FI/4	FI/5	FI/6	FI/7	FI/8
Fire Ins (301)		\$39,443 18.9630	\$41,415 19.9112	\$43,487 20.9070	\$45,662 21.9527	\$47,943 23.0495	\$50,340 24.2021	\$52,859 25.4130	\$55,501 26.6831
		DE/1	DE/2	DE/3	DE/4	DE/5	DE/6	DE/7	
Drvr-Eng (302)		\$37,582 15.0567	\$39,461 15.8095	\$41,434 16.6001	\$43,505 17.4299	\$45,679 18.3009	\$47,963 19.2158	\$50,361 20.1768	
		LT/1	LT/2	LT/3	LT/4	LT/5	LT/6	LT/7	
Lieutenant (303)		\$41,432 16.5992	\$43,504 17.4295	\$45,679 18.3009	\$47,963 19.2158	\$50,361 20.1768	\$52,879 21.1853	\$55,524 22.2452	

2. Effective the first full pay period on or after October 1, 2000, bargaining unit employees will receive an across-the-board wage increase of two percent (2%) as reflected below:

		FI/1	FI/2	FI/3	FI/4	FI/5	FI/6	FI/7	FI/8
Fire Ins (301)		\$40,232	\$42,244	\$44,356	\$46,575	\$48,902	\$51,347	\$53,916	\$56,611
		19.3423	20.3094	21.3251	22.3918	23.5105	24.6861	25.9213	27.2168
		UF/1	FF/1	FF/2	FF/3	FF/4	FF/5	FF/6	FF/7
Firefighter (302) 48 Hr 40 Hr		\$29,963	\$33,112	\$34,767	\$36,506	\$38,331	\$40,248	\$42,260	\$44,374
		12.0044	13.2660	13.9291	14.6258	15.3570	16.1250	16.9311	17.7780
		14.4053	15.9192	16.7149	17.5510	18.4284	19.3500	20.3173	21.3337
		DE/1	DE/2	DE/3	DE/4	DE/5	DE/6	DE/7	
Drvr-Eng (302) 48 Hr 40 Hr		\$38,333	\$40,250	\$42,263	\$44,375	\$46,593	\$48,922	\$51,368	
		15.3578	16.1258	16.9323	17.7784	18.6671	19.6002	20.5801	
		18.4293	19.3510	20.3188	21.3341	22.4005	23.5202	24.6962	
		LT/1	LT/2	LT/3	LT/4	LT/5	LT/6	LT/7	
Lieutenant (303) 48 Hr 40 Hr		\$42,260	\$44,374	\$46,593	\$48,922	\$51,368	\$53,936	\$56,634	
		16.9311	17.7780	18.6671	19.6002	20.5801	21.6090	22.6899	
		20.3173	21.3337	22.4005	23.5202	24.6962	25.9308	27.2279	
		CPT/1	CPT/2	CPT/3	CPT/4	CPT/5	CPT/6	CPT/7	
Captain (304) 48 Hr 40 Hr		\$46,593	\$48,922	\$51,368	\$53,936	\$56,634	\$59,466	\$62,439	
		18.6671	19.6002	20.5801	21.6090	22.6899	23.8245	25.0156	
		22.4005	23.5202	24.6962	25.9308	27.2279	28.5894	30.0188	
		ABC/1	ABC/2	ABC/3	ABC/4	ABC/5	ABC/6	ABC/7	
Acting B.C. (305) 48 Hr 40 Hr		\$51,368	\$53,936	\$56,634	\$59,466	\$62,439	\$65,561	\$68,839	
		20.5801	21.6090	22.6899	23.8245	25.0156	26.2664	27.5797	
		24.6962	25.9308	27.2279	28.5894	30.0188	31.5197	33.0957	

3. Effective the first full pay period on or after October 1, 2001, bargaining unit employees will receive an across-the-board wage increase of two and one half percent (2.5%) as reflected below:

		FI/1	FI/2	FI/3	FI/4	FI/5	FI/6	FI/7	FI/8
Fire Ins		\$41,238	\$43,300	\$45,465	\$47,739	\$50,124	\$52,631	\$55,264	\$58,026
(301)		19.8260	20.8173	21.8582	22.9514	24.0981	25.3034	26.5692	27.8971
		UF/1	FF/1	FF/2	FF/3	FF/4	FF/5	FF/6	FF/7
Firefighter	\$30,713	\$33,939	\$35,636	\$37,419	\$39,289	\$41,255	\$43,317	\$45,484	\$47,757
(302) 48 Hr	12.3049	13.5974	14.2772	14.9916	15.7408	16.5284	17.3546	18.2228	19.1334
40 Hr	14.7659	16.3168	17.1327	17.9899	18.8889	19.8341	20.8255	21.8673	22.9601
		DE/1	DE/2	DE/3	DE/4	DE/5	DE/6	DE/7	
Drvr-Eng		\$39,291	\$41,256	\$43,319	\$45,485	\$47,757	\$50,145	\$52,653	
(302) 48 Hr		15.7416	16.5288	17.3554	18.2232	19.1334	20.0901	21.0950	
40 Hr		18.8899	19.8346	20.8264	21.8678	22.9601	24.1082	25.3139	
		LT/1	LT/2	LT/3	LT/4	LT/5	LT/6	LT/7	
Lieutenant		\$43,317	\$45,484	\$47,757	\$50,145	\$52,653	\$55,284	\$58,050	
(303) 48 Hr		17.3546	18.2228	19.1334	20.0901	21.0950	22.1490	23.2572	
40 Hr		20.8255	21.8673	22.9601	24.1082	25.3139	26.5788	27.9087	
		CPT/1	CPT/2	CPT/3	CPT/4	CPT/5	CPT/6	CPT/7	
Captain		\$47,757	\$50,145	\$52,653	\$55,284	\$58,050	\$60,952	\$64,000	
(304) 48 Hr		19.1334	20.0901	21.0950	22.1490	23.2572	24.4199	25.6410	
40 Hr		22.9601	24.1082	25.3139	26.5788	27.9087	29.3038	30.7692	
		ABC/1	ABC/2	ABC/3	ABC/4	ABC/5	ABC/6	ABC/7	
Acting B.C.		\$52,653	\$55,284	\$58,050	\$60,952	\$64,000	\$67,200	\$70,560	
(305) 48 Hr		21.0950	22.1490	23.2572	24.4199	25.6410	26.9231	28.2692	
40 Hr		25.3139	26.5788	27.9087	29.3038	30.7692	32.3077	33.9231	

4. Advancement from step to step will be conditioned upon a satisfactory or better performance evaluation. Employees failing to achieve a satisfactory or better evaluation will be reevaluated after an additional three months. If performance is satisfactory or better on this next evaluation, an increase will be granted at that time, but it will have no retroactive application. In the event this next evaluation is not satisfactory or better, the employee will not receive an increase. In the event the Town does not provide an employee with a timely evaluation and the employee's evaluation is satisfactory, an increase will be granted retroactive to the employee's evaluation date.

5. Advancement from Firefighter to Driver Engineer or Fire Inspector shall be to the next higher step in the new pay grade. Advancement from Firefighter to Lieutenant shall be to the next higher step in the new pay grade or a minimum of 10% salary increase. Employees shall receive a 5% per rank minimum increase. Advancement from Drive Engineer to Fire Inspector or Lieutenant shall be the next higher step in the new pay grade.
6. Employees assigned to administrative assignments shall receive a minimum of a 10% salary increase based upon the employees qualifications, experience, what rank the employee is assigned from, and responsibilities placed upon the employee.
7. If provided for in the Town of Davie Job Announcement employees who had been immediately previously employed as a firefighter/paramedic in the State of Florida, may receive one (1) additional pay step for each three (3) years of credited service (employment) with their previous department. A maximum of 15 years, 5 steps (FI/6) will be credited.



## ARTICLE 51

### ASSIGNMENTS (NEW ARTICLE 7-18-01)

1. Administrative assignments shall be assigned by the Fire Chief as needed.
2. Employees working an administrative assignment shall upon completion of assignment return to their last held classification unless assigned or promoted to another assignment or classification.
3. Employees on administrative assignment shall be eligible to work their current classification and all positions qualified and eligible for.